

**VOLUNTARY SETTLEMENT AGREEMENT TO
MITIGATE IMPACTS TO STATE FACILITIES**

PARTIES

(hereinafter referred to as "the Developer")

Tel. _____, and

Washington State Department of Transportation (hereinafter referred to as "the State")

SUBJECT DEVELOPMENT

_____,
City of _____ File No. _____

WHEREAS, the Developer proposed the construction of the above-described "Subject Development;" and,

WHEREAS, certain reports and other documents have been prepared by or on behalf of the Developer identifying certain impacts to the highway facilities of the State if the Subject Development were to be constructed; and,

WHEREAS, Developer and the State agree that identified traffic impacts arising from the construction of the Subject Development will have significant adverse environmental impacts on State highway facilities if these impacts are left unmitigated; and,

WHEREAS, the Developer and the State recognize the State's authority under RCW 43.21C.075 (State Environmental Policy Act) to appeal or otherwise challenge the determinations of local government pertaining to the non-significance of developments which in fact have unmitigated impacts upon the State highway facilities; and,

WHEREAS, the Developer and the State desire to mitigate impacts to the State highway facilities identified in various reports concerning the Subject Development by the Developer contributing the sum of money indicated below, which the Developer and the State agree is Developer's pro rata share of contribution to projects which would mitigate impacts to the State highway facilities caused by the Subject Development, and the cumulative effect of the Subject Development with other developments.

NOW, THEREFORE, the Developer and the State hereby agree to do the following:

DEVELOPER'S RESPONSIBILITIES

1. The Developer has been offered the option of constructing improvements to State highway facilities to mitigate the identified impacts thereto, and has elected to pay a pro- rata share of the cost of the mitigation in lieu of constructing the improvements. This development impacts SR _____ corridor with _____ Average Daily Trips (ADT). As indicated in the attached letter of _____, 2000, the Developer's amount of impact mitigation obligation toward the State's " _____ " project is calculated as follows:
$$\text{_____ ADT} \times \$\text{_____} = \$\text{_____}$$

2. Prior to the issuance of the building permit for the subject development, the Developer Agrees to pay directly to the State the above mitigation fee of \$_____ at the following address:
- Attention: Murshed Delwar
Washington State Department of Transportation
Developer Services Manager, MS 221
PO Box 330310
Seattle, WA 98133
3. The check must be payable to "Washington State Department of Transportation."
4. The Developer agrees that this sum represents Developer's proportionate share of mitigation costs to mitigate *identified* impacts caused by the Subject Development.

STATE'S RESPONSIBILITIES

Upon receipt of the \$_____ payment, the State agrees that impacts to the State's highway facilities by Developer's proposed Subject Development are deemed mitigated, and the State hereby waives any right to appeal the approval of this project.

IT IS AGREED and understood that this agreement shall be a binding and continuing obligation upon Developer and all successors in Title to the property which is the subject of this agreement.

BY THEIR SIGNATURE BELOW, the Developer and the State certify that they have read each and every provision of this Agreement, including the amount of payment, were negotiated, and that this Agreement was entered into voluntarily by the parties.

DEVELOPER

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION

Title: _____
Date: _____
Federal Tax I.D. No. _____
OR
Social Security No. _____

Title: ____
Date: ____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss.

County of)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of the Corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said instrument and bind _____ Development Corporation this agreement.

GIVEN under my hand and official seal of the day and year last above written.

(Print Name)

Notary Public in and for the State of Washington. My commission expires: _____

